

EXHIBIT G-1

REQUEST FOR PROPOSAL (RFP) FOR ARCHITECT

REQUEST FOR PROPOSAL:

1. (NAME OF JURISDICTION OR ORGANIZATION) (sponsor) is soliciting competitive sealed proposals from qualified architects and architectural firms to provide architectural services outlined in the **SCOPE OF SERVICES SECTION** of this request.

2. **OBJECTIVE AND BACKGROUND:**

The sponsor intends to design and construct a (BRIEF PROJECT DESCRIPTION).

3. **SCOPE OF SERVICES:**

The sponsor is requesting full architectural services for the programming, design, cost estimating, preparation of construction documents, reproduction costs, bidding, bid evaluation, construction administration, final inspection, and project acceptance. In summary the sponsor is desirous that the successful architect/firm provide a full range of professional services, exclusive of soils test and special inspections, to assist it in the successful completion of the project. Unless noted by the architect, the sponsor will assume that all costs to accomplish these goals are included in the **RFP**.

4. **COMPENSATION FOR SERVICES (FEE):**

The sponsor intends to enter into a professional services contract with the successful architect/firm. Compensation for the services rendered, is to be based upon a time-expended basis with an agreed maximum not to exceed value.

NOTE: The selection of the successful architect/firm will not be based solely on the fee.

5. **EVALUATION CRITERIA AND SELECTION PROCEDURES:**

- a. Evaluation Criteria:

Selection of the successful architect/firm will be based upon a matrix giving a predetermined value to each of the submissions required in this section. The architect is requested to provide responses to the following:

- i. The name of the project architect/firm, and the managing principal if applicable.
 - ii. The architect/firm address of principal place of business.
 - iii. The size of the architect's/firm's staff and current workload.
 - iv. A record of previous relevant experience in the design and initial development
(BRIEF DESCRIPTION OF SCOPE).

- v. A list of references including names, addresses, and phone numbers of no more than 8 individuals or organizations familiar with the architect/firm performance.
 - vi. If an architectural firm, identification and role of key individuals in the architectural team and/or its consultants.
 - vii. A brief response to each of the other aspects of the project as outlined in the owner's preliminary project requirements.
 - viii. An approximate schedule for completion of requested services.
 - viii. An approximation of the number hours, the related costs to perform the services required by this RFP, and the applicable hourly rates or multiplier for the base rates of individuals employed on the project.
- b. Selection Procedures:
- i. The sponsor's selection committee will consist of the (#) member board of directors, the project manager, and legal counsel.
 - ii. The sponsor will review all architect/firm submissions and utilizing a matrix of pre-determined, weighted values for each of the required items, select the (3) architects/firms receiving the highest scores in the evaluation process.
 - iii. The (3) architects/firms receiving the highest score will be invited to participate in an interview with the selection committee. The architects/firms are requested to limit the number of participants in the interview to the project architect and/or one principal of the firm. (Date, time, and location of the interview are yet to be determined.)
 - iv. Following the interviews, the selection committee will, again utilizing a matrix of pre-determined values, designate the two architects/firms receiving the highest scores as the primary and secondary architects/firms.
 - v. The sponsor will then enter into negotiations with the primary architect/firm to establish the value of compensation and other relevant issues.
 - vi. In the event the sponsor is not able to negotiate a mutually acceptable contract with the primary architect/firm, it reserves the right to terminate negotiations and then undertake negotiations with the secondary architect/firm.

6. **GENERAL CONDITIONS FOR PROPOSALS:**

- a. Failure to read the Request for Proposal and comply with its instructions will be at the architect's/firm's own risk.
- b. All prices and notations must be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten, adjacent to the corrected error. Person signing the proposal must initial all corrections in ink.

- c. Corrections or modifications received after the closing time in this RFP will not be accepted.
- d. The proposal must be signed by a designated firm representative or officer who is authorized to bind the architect/firm contractually. Submission of a signed proposal to the sponsor will be interpreted to indicate the architect's/firm's willingness to comply with all terms and conditions set forth herein.

7. **PROPOSAL SUBMISSION:**

- a. Proposals must be delivered to the office of the project manager at (NAME, ADDRESS, ZIP) on or before (TIME OF DAY) on (DAY, DATE, YEAR). **PROPOSALS RECEIVED AFTER (TIME) WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS.**
- b. Proposals must be submitted in a sealed envelope clearly bearing the name of the architect/firm, address, and title of the project.
- c. The applicant must submit (NUMBER TO CORRESPOND WITH MEMBERS SERVING ON THE SELECTION COMMITTEE) copies of the complete proposal.

8. **AWARD:**

The sponsor reserves the right to reject all proposals. The sponsor also reserves the right to waive any irregularity, informality, or technicality in the proposals in its best interest, and is not obligated to award a contract based upon the lowest priced submission. If terms cannot be mutually agreed upon, the sponsor will enter into negotiations with the secondary architect/firm.

9. **WRITTEN AGREEMENT:**

The successful architect/firm will be required to enter into a written agreement with the sponsor in a form acceptable to the sponsor.

10. **OMISSIONS:**

Should the RFP not contain sufficient information for the applicant to obtain a clear understanding of the services required by the sponsor, or should it appear that the instructions outline in the RFP are not clear or contradictory, then the architect/firm may obtain written clarification from the project manager at least 24 hours prior to the required time and date for proposal submission. The architect/firm shall include a copy of the written clarification with its submission.

11. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM:**

The successful applicant must covenant and agree to abide by the federal and state regulations pertaining to Equal Employment as set forth in **EXECUTIVE ORDERS 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act of 1968 (12 USC 170u), as amended and HUD Regulations at 24 CFR Part 135.** In addition, the successful architect/firm must comply with Federal Labor Standards Provisions.

In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age disability, or national origin and project participants will take appropriate measures to employ minority owned businesses. A copy of all noted regulations can be obtained from the sponsor. Also, the sponsor will make every effort to ensure that all offers are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established herein are designed to provide all parties reasonable access to the same basic information.

The successful architect/firm must comply with all applicable CDBG and regulatory requirements in the performance of services outlined herein.

12. **ADDITIONAL INFORMATION:**

For additional information regarding the services specified in this request for proposal, contact the project manager (NAME, ADDRESS, ZIP, PHONE & FAX NUMBERS).

13. **COST OF DEVELOPING PROPOSALS:**

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the applicant. The sponsor assumes no liability for any costs incurred throughout the entire selection process.

14. **PROPOSAL OWNERSHIP:**

All proposals, including attachments, supplementary materials, rendering, sketches addenda, etc. shall become upon submission, the property of the sponsor, and will not be returned to the applicant.

15. **NON-COLLUSION:**

The architect/firm guarantees that the proposal submitted is not a product of collusion with any other offer and no effort has been made to fix the proposal price of any offer or to fix any overhead, profit, or cost estimate of any proposal or its price.

AD EXHIBIT FOR ARCHITECTS

Notice of Request for Proposals:

The (SPONSOR NAME) will accept proposals from qualified architects or architectural firms for the design of a (PROJECT NAME) that will include (DESCRIBE FEATURES).

Copies of the RFP are available at the office of the project manager, (NAME, ADDRESS, ETC., PHONE & FAX NO'S.).

Proposals will be received at the project manager's office up until (TIME) on (DAY & DATE).

The design and construction phases are funded in part by a Department of Housing and Community Development Block Grant. The successful awardees will be responsible for compliance with all applicable federal and state requirements.

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

EXHIBIT G-2

REQUEST FOR PROPOSAL (RFP)

REQUEST FOR PROPOSAL:

1. **Anytown CITY** (sponsor) is soliciting competitive sealed proposals from qualified civil engineers and/or engineering firms (architects/firms) which have **five (5) years or more experience** in providing civil engineering services as outlined in the **SCOPE OF SERVICES SECTION** of this request.

2. **OBJECTIVES AND BACKGROUND:**

Periodically, the sponsor intends to design and construct a number of municipal related construction projects, i.e. water and sewer systems, street improvements including curb, gutter, and sidewalks, as well as a variety of other construction projects which require state licensed professional engineering services.

3. **SCOPE OF SERVICES:**

The sponsor is requesting municipal engineering services for the programming, design, cost estimating, preparation of construction documents, reproduction costs, bidding, bid evaluation, construction administration, final inspection, and project acceptance. In summary, the sponsor is desirous that the successful engineer/firm provide a full range of professional services to assist it in the successful completion of a variety of municipal public works projects.

4. **COMPENSATION FOR SERVICES (FEE):**

The sponsor intends to enter into a professional services contract **covering a five-year period involving annual reviews** with the successful engineer/firm. Compensation for the services rendered, will be based upon a time-expended basis with an agreed maximum not to exceed value.

5. **EVALUATION CRITERIA AND SELECTION PROCEDURES:**

- a. Evaluation Criteria:

Selection of the successful engineer/firm will be based upon a matrix giving a predetermined value to each of the submissions required in this section. The engineer/firm is requested to provide responses to the following:

- i. The name of the project engineer/firm, and the managing principal if applicable.
 - ii. The engineer/firm address of principal place of business.
 - iii. The size of the engineer's/firm's staff and current work-load.

- iv. A record of previous relevant experience in the design and initial development of municipal public works projects.
 - v. A list of references including names, addresses, and phone numbers of more than 8 individuals or organizations familiar with the engineer's/firm's performance.
 - v. If a civil engineering firm, identification and role of key individuals in the engineering team and/or its consultants.
- a. Selection Procedures:
- i. The sponsor will review all engineer/firm submissions utilizing a matrix of pre-determined, weighted values for each of the required items, select the (3) engineer/firms receiving the highest scores in the evaluation process.
 - ii. The (3) engineer/firms receiving the highest score will be invited to participate in an interview with the sponsor. The engineer/firms are requested to limit the number of participants in the interview to a project engineer and/or one principal of the firm. (Date, time, and location of the interview are yet to be determined.)
 - ii. Following the interviews, the selection committee will, again utilizing a matrix of pre-determined values, designate the engineer/firm receiving the highest score.
 - iii. The sponsor will then enter into negotiations with the engineer/firm to establish the value of compensation and other relevant issues.
 - iv. In the event the sponsor is not able to negotiate a mutually acceptable contract with the successful engineer/firm, it reserves the right to terminate negotiations and then undertake negotiations with one of the other engineers/firms.

6. **GENERAL CONDITIONS FOR PROPOSALS:**

- a. Failure to read the Request for Proposal and comply with its instructions will be at the engineer's/firm's own risk.
- b. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted.
- c. The proposal must be signed by a designated firm representative or officer who is authorized to bind the engineer/firm contractually. Submission of a signed proposal to the sponsor will be interpreted to indicate the engineer's/firm's willingness to comply with all terms and conditions set forth herein.

7. **PROPOSAL SUBMISSION:**

a. Proposals must be delivered to the **Anytown City Clerk** at (ADDRESS, ZIP) on or before (TIME OF DAY) on (DAY, DATE, YEAR). **PROPOSALS RECEIVED AFTER (TIME) WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. THERE WILL BE NO EXCEPTIONS.**

b. Proposals must be submitted in a sealed envelope clearly bearing the name of the engineer/firm, and address.

c. The applicant must submit (NUMBER TO CORRESPOND WITH WHOMEVER SERVES ON THE SELECTION COMMITTEE) copies of the complete proposal.

8. **AWARD:**

The sponsor reserves the right to reject all proposals. The sponsor also reserves the right to waive any irregularity, informality, or technicality in the proposals in sponsor's best interest, and is not obligated to award a contract based upon the lowest priced submission. If terms cannot be mutually agreed upon, the sponsor will enter into negotiations with another engineer/firm.

9. **WRITTEN AGREEMENT:**

The successful engineer/firm will be required to enter into a written agreement with the sponsor in a form acceptable to the sponsor.

10. **OMISSIONS:**

Should the RFP not contain sufficient information in order for the engineer/firm to obtain a clear understanding of the services required by the sponsor, or should it appear that the instructions outlined in the RFP are not clear or contradictory, then the engineer/firm may obtain written clarification from the sponsor at least 24 hours prior to the required time and date for proposal submission. The engineer/firm shall include a copy of the written clarification with its submission.

11. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM:**

The successful engineer/firm must covenant and agree to abide by the federal and state regulations pertaining to Equal Employment as set forth in **EXECUTIVE ORDERS 11246, 11375, 11625, and 41 CFR Part 60-4, Section III of the Housing and Urban Development Act of 1968 (12 USC 170u), as amended and HUD Regulations at 24 CFR Part 135.**

In summary, these regulations require project participants not to discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin and project participants will take appropriate measures to employ minority owned businesses. A copy of all noted regulations can be obtained from the sponsor. Also, the sponsor will make every effort to ensure that all bidder are treated fairly and equally throughout the entire advertisement, review, and selection process. The procedures established

herein are designed to give all parties reasonable access to the same basic information.

When applicable, the successful engineer/firm must comply with all applicable the Federal Housing and Urban Development Community Development Block Grant provisions and regulatory requirements in the performance of services outlined herein.

12. **ADDITIONAL INFORMATION:**

For additional information regarding the services specified in this request for proposal, contact the **Town Clerk** (ADDRESS, ZIP, PHONE & FAX NO'S.).

13. **COST OF DEVELOPING PROPOSALS:**

All costs related to the preparation of the proposals and any related activities are the sole responsibility of the engineer/firm. The sponsor assumes no liability for any costs incurred by bidders throughout the entire selection process.

14. **PROPOSAL OWNERSHIP:**

All proposals, including attachments, supplementary materials, rendering, sketches addenda, etc. shall become upon submission, the property of the sponsor, and will not be returned to the submitting engineer/firm.

15. **NON-COLLUSION:**

The engineer/firm guarantees that the proposal submitted is not a product of collusion with any other bidder and no effort has been made to fix the proposal price of any bidder or to fix any overhead, profit, of cost estimate of any proposal or its price.

AD EXHIBIT

Notice of Request for Proposals:

Anytown City will accept proposals from qualified civil engineers or engineering firms with in excess of five years experience in designing and implementing a number of municipal related construction projects, i.e. water and sewer systems, street improvements including curb, gutter, and sidewalks, as well as a variety of other construction related projects which require state licensed professional engineering services.

Copies of the RFP are available at the office of the City Clerk, (ADDRESS, ETC., PHONE & FAX NO'S.).

Proposals will be received at the City Clerk's office up until (TIME) on (DAY & DATE).

From time to time, projects will be funded in whole or in part by the Department of Housing and Community Development. The successful awardee will be responsible for compliance with all applicable federal and state requirements.

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

EXHIBIT G-3

UTAH MUNICIPAL CODE

- A. **Cities** Title 10 of the 10-7-20 Definition -- Necessity for contract -- Call for bids --Acceptance or rejection.

(1) As used in this section, the term "lowest responsible bidder" means any prime contractor who:

- (a) has bid in compliance with the invitation to bid and within the requirements of the plans and specifications for a construction project,
- (b) is the low bidder,
- (c) has furnished a bid bond or equivalent in money as a condition to the award of a prime contract; and
- (d) furnishes a payment and performance bond as required by law.

(2) (a) Whenever the board of commissioners or city council of any city or the board of trustees of any town contemplates making any new improvement to be paid for out of the general funds of the city or town, the governing body shall cause plans and specifications for, and an estimate of the cost of, the improvement to be made.

(b) If the estimated cost of the improvement is less than \$25,000, the city or town may make the improvement without calling for bids for making the same.

(c) (i) If the estimated cost of the proposed improvement exceeds \$25,000, the city or town shall, if it determines to make the improvement, do so by contract let to the lowest responsible bidder after publication of notice at least twice in a newspaper published or of general circulation in that city or town at least five days prior to the opening of bids.

(ii) If there is no newspaper published or of general circulation in the city or town, the notice shall be posted at least five days prior to the opening of bids in at least five public places in the city or town. The notice shall remain posted for at least three days.

(d) If the cost of a contemplated improvement exceeds the sum of \$25,000, the same shall not be so divided as to permit the making of such improvement in several parts, except by contract.

(e) (i) The governing body has the right to reject any or all bids presented, and all notices calling for bids shall so state.

(ii) If all bids are rejected and the governing body decides to make the improvement, it shall advertise anew in the same manner as before.

(iii) If after twice advertising as provided in this section, no bid is received that is satisfactory, the governing body may proceed under its own direction to make the improvement.

(3) (a) If any payment on a contract with a private person, firm, or corporation is retained or withheld, it shall be retained or withheld and released as provided in Section 13-8-5.

(b) It is the responsibility of the contractor to ensure that any interest accrued on the retainer is distributed by the contractor to subcontractors on a pro rata basis.

- (4) (a) Cities and towns are not required to call for bids or let contracts for the conduct or management of any of the departments, business, or property of the city or town, for lowering or repairing water mains or sewers, making connections with water mains or sewers, or for grading, repairing, or maintaining streets, sidewalks, bridges, culverts, or conduits in any city or town.
b) Work excluded under this Subsection (4) shall comply with Section 72-6-108 as applicable.

B. **Counties** 17-53-308. Repair, alteration, or construction of public buildings - contracts - bids - payment and performance bonds.

- (1) (a) Whenever the county legislative body considers the repair, alteration, or construction of any courthouse, jail, hospital, or other public building to be paid for out of the general funds of the county, the county executive shall require plans and specifications to be drawn up and an estimate of the cost to be made. If the estimated cost exceeds \$25,000.00, the county may not repair, alter, or construct any building except through contract let to the low responsive and responsible bidder.
(b) All buildings for which the estimated cost exceeds \$25,000 shall be repaired, altered, or constructed by contract let to the low responsive and responsible bidder after publication of notice at least once a week for three consecutive weeks in a newspaper of general circulation published in the county, or, if there is no such newspaper, then after posting such notice for at least 20 days in at least five public places in the county.
(c) The county executive may reject any or all bids.
(d) In seeking bids and awarding a contract for the repair, alteration, or construction work, the county legislative body may elect to follow the provisions of Title 63, Chapter 56, Utah Procurement Code, as the county legislative body considers appropriate under the circumstances for specification preparation, source selection, or contract formation. The election may be made on a case-by-case basis, unless the county has previously adopted the Utah Procurement Code as permitted by Subsection 63-56-2(3)(e). If an election is made, it shall be done in an open meeting of the county legislative body and the portions of the Utah Procurement Code to be followed for the work under consideration shall be specified in the legislative body's action.
(e) This chapter may not be construed to prohibit the county legislative body from adopting the procedures of the Utah Procurement Code; however, an election to adopt the procedures of the code may not excuse the county from complying with the requirements to award a contract for work in excess of \$25,000 and to publish notice of the intent to award.
(f) The person to whom any contract to erect or repair buildings is awarded shall execute bonds under Sections 14-1-18 and 63-56-38.
(g) Nothing in this section may be construed to prohibit a public entity from contracting with another public entity under Title 11, Chapter 13, Interlocal Cooperation Act.
- (2) Any payment on a contract with a private contractor to erect or repair buildings under this section that is retained or withheld shall be retained or withheld and released as provided in Section 13-8-5.

EXHIBIT G-4

Invitation to Bid

The City of West Nowhere invites bids for remodeling of the city toilets to meet federal requirements for flush volume. The toilets are located at the West Nowhere City Park on 100 East 2000 South, West Nowhere, Utah 84000.

The work includes removal of the old toilets and replacing with new low volume flush models per the construction specifications. Plumbing, flooring and other adjunct facilities should be included as part of the proposal.

This project is funded in whole or in part by a grant through the Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) program. The contractor will be required to comply with all federal labor standards and attendant laws, including the payment of the most current Davis-Bacon wages and compliance with Section 3 to provide employment opportunities for lower income persons and small businesses. Local, minority and woman owned business owners are encouraged to bid. The lowest responsible bidder will be selected.

Bidding documents and specifications may be obtained from the office of zoning and planning located in the city building at 1 Main Center Street, West Nowhere, Utah 84000, beginning 10 September 2002, at 9:00 am.

Sealed bids will be received at the office of West Nowhere City, 1 Main Center Street, Utah 84000 on or before 10 October 2002 at 5:00 pm. Bids will be publicly opened and read at the city council meeting of the West Nowhere city council to commence at 6:00 pm on 10 October 2002 in the city council chamber.

Bid bond must accompany each bid to be considered.

City of West Nowhere is an Equal Employment Opportunity Employer

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